

Page Denied

BYE-2096-43

Copy 6

17 January 1963

MEMORANDUM FOR THE RECORD

SUBJECT: Eastman Kodak Company Contract

1. On the 14th of January I was directed by the DE/R to execute an immediate contract with Eastman Kodak Company for research and development of new techniques and equipment for processing. Although the original agreement between the Agency and the Air Force was for the Agency to manage this contract, in the meantime the D/NRO has apparently changed his mind and directed that this contract be executed by [redacted] of SAFSP.

2. This contract was signed by Eastman Kodak on the 14th of January and will be signed by Agency Contracts personnel on the 18th of January. At the same time the Air Force is attempting to execute a similar contract. Indications from Eastman Kodak at this time are that they will also sign the Air Force contract. I should like to point out that this is illegal.

3. The Agency has no funds available for this contract even by re-programming from other Eastman contracts since we are at present running an estimated deficit of 2.2 million dollars.

[redacted]
Assistant Director
(Special Activities)

STAT
STAT

ILLEGIB
STAT

78

OSA-0178-63

PAYMENT PLAN FOR EASTMAN KODAK COMPANY

All payments to the Eastman Kodak Co., pursuant to Contract No. RD-X-63, including interim and final payments for work and services performed for which vouchers have been submitted, will be accomplished as follows:

1. Interim and final vouchers submitted by the Eastman Kodak Co., will be certified for payment by the Comptroller.
2. Interim and final vouchers submitted by the Eastman Kodak Co., will be approved by the Contracting Officer.
3. U. S. Treasury Checks will be drawn in the amounts of authorized payment by the on-site Representative of the Chief Disbursing Officer, payable to Eastman Kodak Co., and mailed with a sterile form showing the appropriated contract number and invoice (voucher) number(s) for which the check is in payment.
4. Checks will be transmitted to the Eastman Kodak Co., in double envelopes. The outer envelope will be addressed to:

[Redacted]

STAT

The return address will read:

[Redacted]

STAT

The inner envelope will be marked: "To be opened by [Redacted] or [Redacted] only."

STAT
STAT

CONSEQUENCES:

151

[Redacted]

Contracting Officer, OSA

STAT

61

[Redacted]

OSA

CD/OSA-DD/R [Redacted] SEC
Distribution:
Cy 1 - CD/OSA-RD-X-63
2 - FE/OSA
3 - SEC/OSA
4 - RE/OSA

STAT

151

[Redacted]

Comptroller, OSA

STAT

SECRET

EASTMAN KODAK CO.

30 June 1964

The undersigned, whose signature appears below, is authorized to receive and accept on behalf of the Government articles delivered under Contracts with this Agency.

" Captain,

USAF

25X1

SECRET

ORIG
UNIT
EXT

DATE: 12 JUNE 1963

TO

FROM: DIRECTOR

CONF: OSA (1-15)

INFO: S/C (16)

DTG: 1845Z 12 JUNE 63

SECRET

ROUTING

1. OSA	4. 25X1 SA
2. OSA	5. AD/OSA
3. D/TECH/OSA	6. PS/OSA
4. D/FA/OSA	7. RB/OSA

25X1

DEFERRED	X	PRIORITY	INITIAL
ROUTINE		OPERATIC 25X1	INITIAL
		IMMEDIATE	

OUT 7912

TO

INFO

CITE

FOR: FROM CONTRACTING OFFICER

REF 392 (OUT 7422)

25X1

8585

25X1

25X1

1. CONFIRMING TELECON OF 31 MAY 1963 CONTRACT RD-X-63 IS TERMINATED FOR CONVENIENCE OF GOVERNMENT PURSUANT TO CLAUSE 10 THEREOF.

3/61-2009-5800

2. PENDING FINAL SETTLEMENT OF CONTRACT RD-X-63 THE SUM OF \$800,000 IS WITHDRAWN FROM THE \$1,000,000 ALLOTTED TO THE CONTRACT. THE REMAINING \$200,000 WILL BE RETAINED IN THE CONTRACT TO COVER COSTS INCURRED TO TERMINATION, TERMINATION COSTS AND APPROPRIATE FEE. THESE CHANGES WILL BE PAID BY [] IN THE EVENT [] SHOULD NOT MAKE REIMBURSEMENTS UNDER CONTRACT AF33(616)-7713.

3. FURTHER INSTRUCTIONS REGARDING INVOICING OF COSTS ~~ANXXXXXX~~ ~~XXXX~~ INCURRED TO TERMINATION, TERMINATION COSTS AND FEE ARE AWAITING CONFIRMATION FROM [] TO PARA. 3 OF REFERENCE. [] WILL BE ADVISED ASAP.

~~XXXXXXXXXXXX~~

COORDINATING OFFICERS

SECRET

RELEASING OFFICER

AUTHENTICATING OFFICER

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CLASSIFIED MESSAGE

S E C R E T

ROUTING

1	4
2	5
3	6

ORIG :
UNIT :
EXT :
DATE :

TO :

FROM :

CONF :

INFO :

PAGE TWO

DEFERRED	PRIORITY	INITIAL
ROUTINE	OPERATIONAL IMMEDIATE	INITIAL

OUT: 7912

TO

INFO

CITE

4. PLEASE ACKNOWLEDGE THIS TERMINATION AND DEOBLIGATION OF
\$800,000 FROM CONTRACT ALLOTMENT BY TWX.

END OF MESSAGE

[Redacted]

25X1

[Redacted]

25X1

D/ TECH/ OSA

[Redacted]

25X1

[Redacted]

COORDINATING OFFICERS

S E C R E T

RELEASING OFFICER

**GROUP 1 - EXCL 25X1
FROM AUTOMATIC DOWN
GRADING AND ~~EXCL~~
DECLASSIFICATION,**

AUTHENTICATING OFFICER

REPRODUCTION BY OTHER THAN THE ISSUING OFFICE IS PROHIBITED. Copy No.

1938Z 13 JUN 63

SECRET

CD 3
BEB 3
Dteel
DEA
SD
PS 25X1
RB 25X1

TO DIRECTOR

FROM

OSD (1-15)

S/C (15)

ROUTINE

TOR: 2029Z 13 JUNE 63

IN: 79669

CITE

6473 25X1

CONTRACTS

REF: A 8585

25X1

B 8392

1. TERMINATION OF RD-X-63 AND DEOBLIGATION OF \$800,000 FROM FUNDING OF \$1,000,000 PER REF A IS ACKNOWLEDGED.

2. IT IS OUR UNDERSTANDING FROM CONVERSATIONS WITH YOUR OFFICE, WITH [REDACTED] SAFSP, AND FROM REF B THAT WORK PRESENTLY APPROVED AND UNDERWAY ON RD-X-63 IS TO CONTINUE PENDING CLARIFICATION OF NEW CONTRACT.

25X1

3. IT IS RECOMMENDED THAT TERMINATION NOTICE BE AMENDED TO READ:

A. CONTRACT RD-X-63 IS TERMINATED FOR CONVENIENCE OF GOVERNMENT PURSUANT TO CLAUSE 10 THEREOF, EFFECTIVE 12 JUNE 63.

B. TERMINATION COSTS AND APPROPRIATE FEE WILL BE BASED ON PERCENT COMPLETION AS OF THE TERMINATION DATE.

C. WORK PRESENTLY APPROVED AND UNDERWAY WILL BE CONTINUED AND COSTS STARTING 13 JUNE 63 WILL BE ACCUMULATED FOR CHARGE AGAINST PENDING NEW CONTRACT. PLEASE ADVISE.

END OF MSG

SECRET

GROUP 1
Excluded from automatic
downgrading and
declassification

NO OTHER THAN THE ABOVE INFORMATION IS TO BE RELEASED

~~30~~ CLASSIFIED MESSAGE

ROUTING

S E C R E T

Eastman

DTG 2138Z 01 MAY 63

1	CD/OSA	8. RE/25X1A
2	CD/OSA	9. D/TECH
3	CD/OSA	10. SD/OSA
4.	CD/OSA	11. AD/OSA
5.	BFB/OSA	12. D/FA/OSA
6.	" "	13. RB/25X1
7.	" "	

P R E C E D E N C E		DEFERRED	PRIORITY	INITIALS
	X	ROUTINE	OPERATIONAL IMMEDIATE	INITIALS

Q 2963

TO	INFO	CITE		6	Z5A Z5A
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1. EFFECTIVE IMMEDIATELY THE CONTRACTOR MAY PERFORM TRAVEL RELATING DIRECTLY TO THE PERFORMANCE OF CONTRACTS NOS. PO-1800, KO-136, EG-400 AND ~~RD-K-63~~ WITHOUT APPROVAL OF THE CONTRACTING OFFICER; HOWEVER, TRAVEL BY CONTRACTOR'S PERSONNEL, FOR THE PURPOSE OF RELOCATING RESIDENCE FOR PERMANENT EMPLOYMENT AT AND '25X1 OVERSEAS DETACHMENTS SHALL BE APPROVED IN ADVANCE BY THE CONTRACTING OFFICER.

2. THE TRAVEL CLAUSE IN CONTRACT PO-1800 WILL BE AMENDED TO CONFORM WITH THE ABOVE.

END OF MESSAGE

[illegible]

25X1

C/CD/USAT

COORDINATING OFFICERS

SECRET

**GROUP 1 - EXCLUDED FROM
AUTOMATIC DOWNGRADING
AND DECLASSIFICATION.**

AUTHENTICATING OFFICER

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